



Enclosure 1
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 Site Management Periodic Review Report Notice
 Institutional and Engineering Controls Certification Form



Site No. B00080

Site Details

Box 1

Site Name Lackawanna Business Park

Site Address: Alliance Drive Zip Code: 14218-

City/Town: Lackawanna (C)

County: Erie

Allowable Use(s) (if applicable, does not address local zoning):

Site Acreage: 8.1

Owner: City of Lackawanna

714 Ridge Road, Lackawanna, NY 14218

RRSJ, L.L.C.

1 Alliance Drive, Lackawanna, NY 14218

Reporting Period: to

9-14-07 To 2-28-2010

RECEIVED
 NYSDEC - REGION 9

MAR 17 2010

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Verification of Site Details

Box 2

YES NO

1. Is the information in Box 1 correct?

☒ ☐

If NO, are changes handwritten above or included on a separate sheet?

☐ ☐

2. Has some or all of the site property been sold, subdivided, merged, or undergone a tax map amendment during this Reporting Period?

☒ ☐

If YES, is documentation or evidence that documentation has been previously submitted included with this certification?

☒ ☐

3. Have any federal, state, and/or local permits (e.g., building, discharge) been issued for or at the property during this Reporting Period?

☐ ☒

If YES, is documentation (or evidence that documentation has been previously submitted) included with this certification?

☐ ☐

4. If use of the site is restricted, is the current use of the site consistent with those restrictions?

☒ ☐

If NO, is an explanation included with this certification?

☐ ☐

5. For non-significant-threat Brownfield Cleanup Program Sites subject to ECL 27-1415.7(c), has any new information revealed that assumptions made in the Qualitative Exposure Assessment regarding offsite contamination are no longer valid?

☐ ☒

If YES, is the new information or evidence that new information has been previously submitted included with this Certification?

☐ ☐

6. For non-significant-threat Brownfield Cleanup Program Sites subject to ECL 27-1415.7(c), are the assumptions in the Qualitative Exposure Assessment still valid (must be certified every five years)?

☒ ☐

If NO, are changes in the assessment included with this certification?

☐ ☐

Noted:
 Permits
 Attached:
 DSS
 3/18/10

SITE NO. B00080

Box 3

Description of Institutional Controls

Parcel

Institutional Control

S_B_L Image: **141.20-1-12.1**

Landuse Restriction
Soil Management Plan

S_B_L Image: **141.20-1-15**

Landuse Restriction
Soil Management Plan

Box 4

Description of Engineering Controls

None Required

Attach documentation if IC/ECs cannot be certified or why IC/ECs are no longer applicable.
(See instructions)

Control Description for Site No. B00080

Parcel: 141.20-1-12.1

Deed Restriction required IC.

Property may only be used for commercial/ industrial purposes. Soil cover required as precondition to occupancy.

Parcel: 141.20-1-15

Property may be used only for commercial/ Industrial purposes. Soil cover required as precondition of occupancy.

Periodic Review Report (PRR) Certification Statements

1. I certify by checking "YES" below that:

a) the Periodic Review report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

b) to the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and the information presented is accurate and complete.

YES NO

☒ ☐

2. If this site has an IC/EC Plan (or equivalent as required in the Decision Document), for each Institutional or Engineering control listed in Boxes 3 and/or 4, I certify by checking "YES" below that all of the following statements are true:

(a) the Institutional Control and/or Engineering Control(s) employed at this site is unchanged since the date that the Control was put in-place, or was last approved by the Department;

(b) nothing has occurred that would impair the ability of such Control, to protect public health and the environment;

(c) access to the site will continue to be provided to the Department, to evaluate the remedy, including access to evaluate the continued maintenance of this Control;

(d) nothing has occurred that would constitute a violation or failure to comply with the Site Management Plan for this Control; and

(e) if a financial assurance mechanism is required by the oversight document for the site, the mechanism remains valid and sufficient for its intended purpose established in the document.

YES NO

☒ ☐

3. If this site has an Operation and Maintenance (O&M) Plan (or equivalent as required in the Decision Document);

I certify by checking "YES" below that the O&M Plan Requirements (or equivalent as required in the Decision Document) are being met.

N/A

YES NO

☐ ☐

4. If this site has a Monitoring Plan (or equivalent as required in the remedy selection document);

I certify by checking "YES" below that the requirements of the Monitoring Plan (or equivalent as required in the Decision Document) is being met.

N/A

YES NO

☐ ☐

IC CERTIFICATIONS
SITE NO. B00080

Box 6

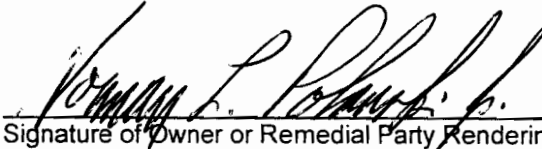
SITE OWNER OR DESIGNATED REPRESENTATIVE SIGNATURE

I certify that all information and statements in Boxes 2 and/or 3 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I Norman L. Polanski, Jr at Alliance Dr, Lackawanna, NY 14218
Richard St. John at 1 Alliance Dr, Lackawanna, NY 14218
print name print business address

am certifying as Owners (Owner or Remedial Party)

for the Site named in the Site Details Section of this form.


Signature of Owner or Remedial Party Rendering Certification

3-8-2010
Date

IC/EC CERTIFICATIONS

Box 7

QUALIFIED ENVIRONMENTAL PROFESSIONAL (QEP) SIGNATURE

I certify that all information in Boxes 4 and 5 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I _____ at _____
print name print business address

am certifying as a Qualified Environmental Professional for the _____

(Owner or Remedial Party) for the Site named in the Site Details Section of this form.

Signature of Qualified Environmental Professional, for
the Owner or Remedial Party, Rendering Certification

Stamp (if Required)

Date

ALLIANCE

X

CONTRACT

DATE: November 1, 2007

SELLER: City of Lackawanna, a Municipal Corporation
City Hall, 714 Ridge Road, Lackawanna, NY 14218

PURCHASER: R.R.S.J. LLC
186 Colgate Avenue
Buffalo, New York 14220

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1. AGREEMENT. Seller shall sell and the Purchaser shall buy on the terms stated in this contract.
2. PROPERTY. Property described as follows: Attached Schedule A which forms a part of this contract.
3. INTENDED USE. The purchaser shall use the property to erect a light manufacturing plant that manufactures component parts for the aerospace, aircraft, compressor and industrial industries. Typically the parts are made of steel, stainless steel, aluminum, brass and many aircraft quality materials. Purchaser also manufactures carbide and high speed steel tooling (end mills, drills, specialty form tools) for the manufacturing industry.
4. PRICE. The purchase price is \$60,000.00. A \$10,000.00 deposit is due when the Purchaser and Seller sign the contract and the balance is due on delivery of the deed (in certified funds).
5. THIS SALE INCLUDES. Vacant land approximately 3.04 acres abutting Creekside Drive, Lackawanna, New York as described above. The site is serviced by public storm and sanitary sewer system. All other utilities including water, gas, electric, are available to the purchaser on site.
6. ADJUSTMENTS AT CLOSING. There shall be prorated and adjusted, as of 12:00 midnight prior to delivery of the deed, non-delinquent taxes and assessments appearing on current tax bills computed on a fiscal year basis and water and sewer charges, if any.
7. SEARCH AND SURVEY. Seller will provide a current survey and search from suppliers for the property transaction.

Within ten (10) business days after receipt of said survey, Purchaser shall notify Seller in writing if said survey is not acceptable to Purchaser. If Purchaser does not so notify Seller, said survey shall conclusively determine as between Purchaser and Seller the final acreage of the Property.

8. DEED. At closing Seller shall deliver to Purchaser a Bargain and Sale Deed for the fee simple, conveying a good and marketable title to the property, free and clear of all liens and encumbrances.
9. POSSESSION. Purchaser shall have possession and occupancy of all the Property, and Seller shall be out of the Property at the time of the delivery of the Deed.
10. COSTS. Purchaser shall pay all closing costs, including transfer tax on the consideration paid.
11. OBJECTION TO TITLE AND TITLE INSURANCE. If Purchaser finds valid objections to Seller's Title, which make it unmarketable, Purchaser shall either:
 - (a) Accept the Title as presented.
 - (b) Advise Seller of Purchaser's objections, allow Seller the later of ten (10) days after receiving notice of the objections, or the closing date herein, in which to cure the objection, and then accept the Title once cured. Provided, however, that if Seller cannot cure the objection but a fee title insurance policy covering the objection can be obtained, then Purchaser must accept same. Seller shall pay the cost of such fee title insurance at the full rate.

If Purchaser elects not to accept such Title as Seller can convey, and Seller cannot with due diligence cure the defect, and fee title insurance covering the objection cannot be obtained then this Contract shall terminate. In this event, Purchaser shall have the deposit returned to it, and neither party shall have any further rights as against the other.

12. IMPROVEMENT VIOLATIONS. Seller represents that the Property complies with all laws, ordinances, regulations or codes sufficient to develop and use the property as a commercial development as set forth herein.
13. CONTINGENCIES.
 - (a) Environment/Development. This Contract is contingent upon Purchaser determining the Property is environmentally satisfactory to Purchaser, and can be developed thereon to the satisfaction of Purchaser as Purchaser shall determine in Purchaser's sole discretion. Purchaser and its agents shall have the right, from and after the date this Contract is fully executed by all parties hereto, to enter onto the Property for the purpose of conducting environmental engineering or topographical testing, or any other studies which Purchaser, in its sole discretion, may deem necessary. Seller shall cooperate to allow Purchaser, its agents, contractors and employees access to the Property to inspect the same and perform any of the aforesaid tests and studies deemed necessary by Purchaser. Purchaser and its agents shall be entitled to do whatever is necessary to perform such inspection and testing, including but not limited to, gathering engineering data, compiling developmental costs, and taking soil, water and vegetation samples. All inspection and testing allowed herein shall be made at Purchaser's sole cost and expense. Purchaser shall

repair any damage done to the Property by Purchaser and its agents and restore the Property to the condition as nearly as possible to which it was in prior to such testing. In the event that the inspection is not satisfactory to Purchaser, Purchaser shall have the right to terminate this Contract, and receive a return of its earnest money deposit.

- (b) Purchaser shall be responsible for any claim or liability that may arise against Seller by reason of the Purchaser's inspection of the real property.

14. REPRESENTATIONS BY SELLER. To induce Purchaser to enter into this Contract, Seller represents to the best of their ability as follows. The representations and warranties set forth in this section shall survive the closing of this transaction.

- (a) Seller is aware of no current, pending or threatened termination, curtailment, reductions, moratorium or restrictive allocation regarding connection to, or use of, natural gas, water, telephone, electric, sanitary sewerage, storm sewerage or other utility lines or systems affecting all or any portion of the Property; all such lines and systems are available for connection to present or any contemplated improvements located or to be available for connection to present or any contemplated improvements located or to be located on the Property and are in good working order; and no hook-up and connection fees or charges or assessments in connection therewith are outstanding.
- (b) Seller has full power and authority to enter into and consummate the transaction contemplated by this Contract, and when signed by Seller, this Contract constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms. No permit, consent, approval or authorization or other designation, declaration or filing with any governmental authority, or any other person or entity on the part of Seller is required in connection with the execution and delivery by Seller of this Contract or the confirmation of the transaction contemplated hereby.
- (c) Seller has not received any notice or request from any governmental authority, holder or servicing agent of the holder of any mortgage on the Property or the Board of Fire Underwriters (or organization exercising the functions similar thereto) requesting or ordering the performance of any work, repair, change, alteration or addition to the Property or any part thereof, and if Seller shall receive such notice or request prior to the closing, Seller agrees to complete and fully pay for such work, repair, change, alteration or addition prior to the closing, except the sale is contingent on the seller timely obtaining any and all site permit approvals if required by the County of Erie and State of New York for this development, if any.
- (d) As of the closing, no work will have been performed or will be in progress at the Property, and no materials have been furnished to the Property that might provide the basis for mechanic's or materialmen's liens against all or any portion of the Property.

- (e) There is not violation of any Federal, State or municipal law, ordinance, order regulation or requirement affecting all or any portion of the Property or the use thereof; and no notice of any such violations has been received by Seller from any governmental authority having jurisdiction over the Property.
- (f) Seller represents the Property is zoned for planned commercial use and that Purchaser's intended use as disclosed above is presently allowed without any further need for a variance or zoning, except for site plan approval.
- (g) The Property has never been used for the use, treatment, transportation, handling, generation, storage or disposal of any hazardous substance or hazardous waste as such terms are defined by Federal or New York State Law.
- (h) The property has never been used as a landfill.
- (i) Property has never been used for the illegal dumping of any hazardous substance or hazardous as such terms are defined by Federal or New York State Law.
- (j) The current use of the Property does not involve the use, treatment, storage, transportation, handling, generation or disposal on the Property of any hazardous substance or hazardous waste as such terms are defined by Federal or New York State Law.
- (k) There are no asbestos-containing materials, whether in the nature of thermal insulation products such as pipe, boiler or breech coverings, wraps or blankets or sprayed-on or trowelled-on products in, on or upon the Property.
- (l) There is no Urea Formaldehyde Foam Insulation ("UFFI") in, on or upon the Property.
- (m) Neither Seller nor any prior owner has ever received any request for information about the Property from the United States Environmental Protection Agency or the New York State Department of Environmental Conservation pursuant to any Federal and/or New York State Law.
- (n) None of the Property is located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards or in an area designated as protected wetlands pursuant to any Federal, State or Local Law, statute, regulation, rule or ordinance.
- (o) None of the Property is located in any conservation, historic or other special district.
- (p) All information furnished to Purchaser by Seller in connection with the Property is complete and correct and Seller has not failed to disclose any

information of which he has knowledge and which is material to the Property, the physical condition of the Property or Purchaser's intended use thereof.

- (q) Seller represents and warrants that all of the terms of the State Assistance Contract No. C300724 relating to the Lackawanna Business Park Project No. B0080-9 between the State of New York Department of Environmental Conservation and the City of Lackawanna have been complied with and completed, and that the City of Lackawanna, nor ^{any} other party, is in default of any the provisions of said Contract, and the City agrees to provide an opinion letter from its legal counsel attesting to same.

15. CLOSING. This Contract shall be closed at the County Clerk's Office on the 31st day of December, 2007, or such other time and place as Seller and Purchaser mutually agree upon. Time is of the essence as to the closing date. At closing, Seller shall deliver to Purchaser an executed Bargain and Sale Deed, Transfer Tax Return and New York State Real Property Transfer Report. The purchaser must accept and enter into this agreement on or before October 10, 2007 and all of the requirements of the Purchaser as provided for herein must be complete by December 15, 2007, or deemed waived. Addendum B forms a part of this agreement.
16. NOTICES. All notices to Seller and Purchaser shall be sent to the parties at the addresses shown above and to the Purchasers attorney, The Law Offices of David V. Jaworski, 2988 William Street, Cheektowaga, New York 14227. All notices hereunder shall be in writing and sent by registered or certified mail with sufficient postage, return receipt requested. Either party may change its address by notice to the other.
17. APPLICABLE LAW. This Contract shall be governed by and interpreted in accordance with the laws of the State of New York.
18. CAPTIONS. The captions used in connection with the paragraphs of this Contract are for convenience of reference only and shall not be deemed to construe, limit or expand the meaning or language of this Contract.
19. ENFORCEABILITY. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
20. PERMITS. The Purchaser must prior to the commencement of construction obtain and pay for any and all building permits or other permits required by the City of Lackawanna, County of Erie and State of New York for its intended use and occupancy, and its construction shall comply with all of the applicable laws, codes and regulations of the City of Lackawanna, County of Erie and State of New York as they pertain to this type of development, including NYSECL, local rules and regulations as they pertain to this subject as well as noise abatement restrictions provided by all applicable laws, codes and regulations of each division of government described herein.

21. ENTIRE AGREEMENT. This Contract of Sale contains the entire agreement between Seller and Purchaser and nothing is binding on either of them which is not contained in this Contract. This Contract is intended to bind Seller and Purchaser and those who succeed to their interest.
22. CANCELLATION. In the event that the Seller is unable to convey title in accordance with the terms of this contract, the sole liability of the Seller will be to refund to the Purchaser the amount paid on account of the purchase price and upon such refund of payment being made this Contract shall be considered cancelled. The Seller's sole remedy in the event the Purchaser defaults in its performance due under this Contract is limited to retaining the earnest money deposit, unless construction has not commenced within six (6) months from the date of the deed herein the title shall revert back to the City of Lackawanna upon its refund to the purchaser of fifty (50%) percent of the sale price provided the land has not been damaged by the Purchaser and the cost of remediation exceeds the amount paid, in which case the City is entitled to the damages it shall incur as provided for by the law.

SELLER:

PURCHASER:

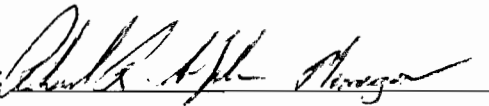
CITY OF LACKAWANNA

R.R.S.J. LLC

By:



By:



SCHEDULE A

Job No: 2007.0156.00 Creekside Drive, City of Lackawanna
Map No: 59667
Date: October 24, 2007

All that tract situate in the City of Lackawanna, County of Erie, State of New York being part of Lot 22, Township 10, Range 8 of the Buffalo Creek Reservation further bounded and described as follows:

Beginning at a point of intersection between the easterly line of "A" Street being (100' wide) and the southerly line of Creekside Drive being (50' wide);

thence easterly along said southerly line of Creekside Drive a distance of forty-seven and eighty-three hundredths feet (47.83') to a point of curve;

thence easterly along said southerly line of Creekside Drive at a curve to the right a radius of two hundred and no hundredths feet (200.00'), an arc length of forty and eight-five hundredths feet (40.85') to a point of tangency in said southerly line of Creekside Drive;

thence continuing easterly along said southerly line of Creekside Drive a distance of one hundredth ninety-one and thirty-four hundredths feet (191.34') to a point of curve;

thence southeasterly along the said line of Creekside Drive at a curve to the right a radius of seventy-five and no hundredths feet (75.00') an arc length of nine-two and thirty-two hundredths feet (92.32'), along a chord at an interior angle of $144^{\circ}44'08''$ as measured from the last mentioned course a distance of eighty-six and sixty hundredths feet (86.60') to a point of reverse curve in said southerly line of Creekside Drive;

thence continuing southeasterly along said southerly line of Creekside Drive at a curve to the left a radius of seventy-five and no hundredths feet (75.00'), an arc length of eighty-six and eighty one hundredths feet (86.81'), along a chord at an interior angle of $177^{\circ}53'37''$ as measured from the previously mentioned chord line a distance of eighty-two and four hundredths feet (82.04') to a point in the said southerly line of Creekside Drive;

thence southerly at an interior angle of $139^{\circ}13'10''$ as measured from the previously mentioned chord line a distance of two hundred eight and thirty-nine hundredths feet (209.39') to a point;

thence westerly at an interior angle of $90^{\circ}03'33''$ a distance of three hundred ninety-eight and twenty seven hundredths feet (398.27') to a point;

thence northerly at an interior angle of $88^{\circ}24'41''$ a distance of three hundred seventy-eight and nineteen hundredths feet (378.19') to the point or place of beginning containing 3.04 acres of land, more or less.

ADDENDUM B

Addendum A of the contract between City of Lackawanna, Seller and R.R.S.J. LLC, Purchaser, dated 11/1, 2007, the parties agree that the purchaser is further bound as follows:

1. Building plans and specifications must be certified and stamped and dated by a N.Y.S. licensed architect or engineer, and approved by Building Permit Division of the City of Lackawanna and a proper building permit issued by the City and paid for by the Purchaser.
2. A site plan with exterior dimensions with provided parking.
3. The site plan must include all plumbing, electrical, mechanical, lighting and structural specifications including all exterior material to be installed.
4. The site plan must include a COMcheck survey as provided by N.Y.S Energy Code.
5. The site plan must include occupancy and intended uses and ingress and egress requirements.
6. The site plan must be site specific.
7. Construction and erection of any building must also conform to the Declaration of Restrictions, Covenants and Development Procedures for the Amadori Industrial Park, and if more, as the same may be imposed by the City Council .
8. The Purchaser does hereby covenant that no outside storage of any materials of whatsoever kind or nature will cause or contribute to any dust and any other air bound material into the atmosphere originating therefrom.
9. The deed herein will contain a reverter clause providing for a reversion of title back to the Seller for Purchaser's failure to comply with the requirements set out herein and in the attached contract.

DATED:

11-1-07

CITY OF LACKAWANNA

By: Norman J. Pankaj

DATED:

11-1-07

R.R.S.J. LLC

By: Robert R. Lyle Manager

DECLARATION OF RESTRICTIONS, COVENANTS
AND DEVELOPMENT PROCEDURES FOR
AMADORI INDUSTRIAL PARK

The City of Lackawanna (the "Declarant") is the owner/developer of certain real property located in the City of Lackawanna, the County of Erie and the State of New York, more particularly described in Exhibit "A" attached hereto and made a part thereof and known as the Amadori Industrial Park.

In order to establish a general overall plan for the improvement and development of the Industrial Park, the Declarant desires to impose mutual, beneficial restrictions for the benefit of all of the landowners in the Industrial Park and for the benefit of the Declarant.

The Declarant hereby declares that the Industrial Park is now held, and shall only be transferred, sold, leased, conveyed and occupied subject to the restrictions and covenants herein set forth, each and all of which is and are for and shall inure to the benefit of, and pass with each and every conveyance of the Industrial Park or any portion thereof and apply to and bind the heirs, assignees and successors in interest of each and every owner of the Industrial Park, or any portion thereof (the "Owner").

Each Owner covenants and agrees with the Declarant, its successors and assigns to use the Industrial Park only in accordance with the restrictions herein set forth and to refrain from using the Industrial Park in any way inconsistent with or prohibited by the provisions of this Declaration or the Ordinances of the City of Lackawanna.

Article I – Permitted Uses:

The Industrial Park may be used pursuant to the Industrial Zoning Districts of the City of Lackawanna Zoning Ordinance, however, the Declarant reserves the right to refuse any proposed land use that it finds shall be incompatible with the development of the Industrial Park as herein set forth.

Article II – Nuisances, Violations and Safety Factors:

No building, lot or buildings in the Industrial Park shall, at any time, be used, erected or converted (a) for the manufacture, storage, distribution or sale of any products or items which shall increase the fire hazard of adjoining buildings, lots or lands adjacent to the Industrial Park; (b) for any business which constitutes a nuisance or causes the emission of odors or gases which could reasonably be expected to be injurious to products properly manufactured or stored upon such buildings, lots or lands; (c) for any purposes or use in violation of the laws of the United States, the State of New York, the County of Erie or the City of Lackawanna.

Storage in bulk of junk or second hand material, the use of equipment or manufacturing processes which cause earth tremors or vibrations beyond boundaries of any building lot upon which they are situated and the manufacturing, storage, distribution and sale of explosives are prohibited.

Article III – Plans and Specifications:

No site change, building, fence, wall, sign, advertising device, roadway, loading facility, outside storage facility, parking area, site grading, planting, landscaping, facility for industrial waste or sewage disposal, nor any other improvements shall be commenced, erected or constructed, nor shall any addition thereto or change or alteration therein be made (except to the interior of a building), nor shall any change from the use of any premises be made, until the plans and specifications thereof, showing the nature, kind, shape, heights, materials, color, scheme, light and location on the lot of the proposed building improvements, grading, landscaping or alternatives to the proposed use or change in the use of the premises shall have been submitted to the Declarant and approval given by the Declarant in writing.

Construction and alteration of all improvements in the Industrial Park will also be in accordance with the requirements of all-applicable planning, building, zoning and other codes and regulations of the City of Lackawanna and any other governmental body having jurisdiction over the Industrial Park.

Article IV- Site Plan Review:

The Declarant reserves the right to approve or disapprove, in writing, the building plan, specifications and site plans showing the location and method of construction of any building or addition thereto to be erected and altered in the Industrial Park with respect to quality, type of materials and colors used, harmony of external design with other existing planned buildings and with respect to location thereof as the same is related to topography, setback areas, finished grade elevations, driveways, parking areas and size of buildings.

All site plans shall be submitted to the Planning Board for its review and written approval or disapproval.

Site plan documents required by the Declarant for review shall consist of (a) a site plan sheet showing the relationship of the building(s) location on a particular site, relative to existing and proposed topography, landscaping, drainage, etc., (b) a sheet showing the front, rear and side elevations and heights of the proposed building(s), (c) a sheet showing the proposed layout of the internal floor plan, including detailing of roof construction and (d) such other reasonable information as may be required by the Declarant.

Article V – Industrial Park Development Design Standards:

1. Minimum lot size:
The minimum lot size shall be one acre (43,560 square feet).
2. The minimum building size is 5000 square feet.

3. Yards/Setbacks:

(a) Minimum yards for structures, parking, loading and stacking areas:

<u>Yard</u>	<u>Height of Structure</u>		<u>Parking, Loading & Stacking Area (feet)</u>
	<u>20 ft./less</u>	<u>over 21 ft.</u>	
Front, from right-of-way of a dedicated street	40	50	25
Side and Rear	25	25	25

(b) Minimum side yards on corner lots:

50	50
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4. Maximum Lot Coverage:

All buildings, parking lots, storage areas and any additions thereto erected in the Industrial Park shall together occupy not more than 80 percent of the total gross area of the building lot upon which such buildings or additions thereto are erected.

5. Design:

All buildings and site plans shall be designed by an architect, landscape architect, planner, engineer or any equally qualified professional. No building or any addition thereto shall be erected or altered on any building site in the Industrial Park until the building plans, specifications and site plans have been approved in the manner previously described in Articles III & IV. Top of slab on grade must be 12 inches above 100 year flood plain map. No basements are allowed.

6. Building Materials:

All buildings or additions thereto erected in the Industrial Park shall be of masonry construction or a combination of masonry and metal. In no case shall an all-metal building be permitted within the Industrial Park unless it can be shown, through its design that it will blend aesthetically with other buildings within the Park. However, no such building or addition shall be covered with sheet aluminum, asbestos, iron, steel or corrugated aluminum except when such materials form an integral part of a curtain wall panel or insulated sandwich wall. All buildings being constructed and sides, which are exposed to public streets, shall be finished with decorative masonry or concrete material; and in addition, the outside face walls abutting such walls exposed to streets shall be so finished to a minimum depth of 25 feet. Imitation materials will not be acceptable.

The entire office portion of a facility shall be finished on the exterior with decorative masonry or concrete material and any use of metal shall be restricted to the manufacturing, warehousing or distribution exterior area of the facility. In addition, all masonry materials and metals must be "finished" through painting or other means acceptable to the Declarant.

A variety of different types of exterior wall materials should be utilized for aesthetic purposes. There should be strong transitions between changes of material and plans,

while maintaining an overall simple geometry for the building mass. A façade unrelated to the rest of the building is not in keeping with an acceptable design. Furthermore, all four sides of the building must receive equal design consideration since most sites expose all four sides to either a neighbor or vehicular traffic.

7. Design and Roof Color:

Due to the request of the Federal Aviation Administration, all roofs shall have a positive pitch and shall not be colored "black".

Materials/Colors: All proposed materials, colors and furnishings must be approved by the Declarant in writing.

Article VI – Signs:

No sign shall be erected or maintained on any Industrial Park site except in conformity with the following requirements and those of the City of Lackawanna.

1. All sign designs are subject to the approval of the Declarant in writing.
2. All signs shall be placed in a location, which has been approved in accordance with the rules and regulations of the Declarant.
3. Signs shall be restricted to advertising only the person, the firm, the company or the corporation operating the use conducted on the Industrial site or the products produced or sold thereon shall be ground type located in the front yard at least 25 feet from a right-of-way and approved by the Declarant in writing.
4. No signs attached to any exterior building wall shall be permitted.
5. A sign advertising the sale, lease or hire of an industrial site may be permitted only upon receipt of written approval from the Declarant.
6. One construction sign denoting the architect, engineer, contractor and other related professionals shall be permitted upon the commencement of construction. Such signs shall conform to applicable zoning ordinances and regulations.

Article VII – Landscaping:

The front yard setback area of each site shall be landscaped with an effective combination of street trees, trees, ground cover and shrubbery. All other unpaved areas shall be landscaped in a similar manner.

Upon commencement of construction of improvements upon a building lot, an average of one deciduous tree (with a minimum of 2.5 inch caliper measured one foot from ground level) for each thirty feet of frontage on any street shall be placed within the setback area. Furthermore, prior to construction, the Owner must receive written notification from the Declarant that it has reviewed the site and is in agreement with which trees are to be retained and those, which may be removed due to requirements of construction. All

trees, which are to be retained, shall be so tagged during construction and protected with a snow fence or other means from construction equipment.

The City of Lackawanna Planning Board shall approve, approve with modifications or disapprove the submitted landscape plan. In the case of an application for a building permit or certificate of occupancy pertaining to the erection or construction of an independent structure, unattached to an existing structure, the landscape plan shall be prepared and certified by a New York licensed landscape architect. A minimum of 20% of the total site shall be landscaped open space. The owner shall deliver to the City Clerk a bond executed by a surety company authorized to do business in the State of New York for a sum equal to 100% of the cost of completion of the landscape plan. Such bond shall be released two years after the date of completion of the landscaping as set forth in the landscape plan has been properly maintained.

Major deciduous trees, such as oak, maple and linden, must have a minimum trunk diameter of 2 to 2.5 inches as measured six inches from the ground. Major evergreen trees, such as Austrian pine, spruce and fir must be a minimum of 5 feet in height, measured from the ground to the highest point of the tree. Minor trees, such as flowering crab, dogwood and flowering cherry, must have trunks which are 1.5 inches in diameter, measured six inches from the ground.

Article VIII – Parking/Drives:

No parking shall be permitted on any street within the Industrial Park. The Owner shall provide on his property necessary and adequate off-street parking facilities and private driveways as approved in writing by the Declarant.

1. All parking areas shall be paved with an asphaltic or concrete surface, shall have appropriate bumper guards where needed and, except for driveways and other entrances, shall be properly enclosed with a fence or screened with plantings.
2. Employees parking areas shall not be located in front of any building.
3. Parking areas for visitors, customers or clients may be located in front of buildings if a minimum landscaped separation of 25 feet is provided between the right-of-way and the parking areas.
4. No loading dock shall be located on any portion of a building, which faces a street.
5. All parking areas designed for ten (10) cars or more shall contain a minimum of five percent interior green space.
6. One passenger car parking space shall be provided as follows:
Offices – 1 space per 200 square feet;
Other use – 1 space per 1000 square feet
7. All parking areas and driveways shall have concrete curbing, if needed.
8. Adequate green space shall be provided around the perimeter of structures so as to separate the building(s) from adjacent parking areas and driveways.

Article IX – Maintenance:

Each owner shall, at all times, keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition and shall comply with all laws,

ordinances and regulations pertaining to health and safety. Each Owner shall provide for the removal of trash and rubbish from his premises.

During construction, it shall be the responsibility of each Owner to ensure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials, shacks and the like are kept in a neat and orderly manner.

The Owner agrees to maintain all undeveloped land owned within the Park in a manner compatible with the provisions of this Article.

Article X – Outside Storage:

When it is necessary to store or keep articles, goods or materials in the open upon any building lot in the Industrial Park, the area used for storage shall be limited to the rear one half of such building lot outside of the setback area and this area shall be totally screened with appropriate landscaping, screening and/or fence at least six feet in height or rising two feet above the stored material, whichever is higher. No such articles, goods or materials shall be stored in any setback area or in the open, exposed to public view, or to view of vehicular traffic. All dumpsters must be screened on three sides with matching building masonry material and secured on the accessible side and approved by the Declarant.

Article XI – Utilities and Power Lines:

All utility lines, electrical lines, telephone lines, etc., shall be placed underground from the building to the street or to any other structure.

Article XII – Lot Splits:

No Owner shall initiate action to reduce the size of any lot or to subdivide any lot without the written permission of the Declarant. The Declarant, however, reserves the right to split the lots subject to appropriate Ordinances and Laws.

Article XIII – Trenching or Blasting:

No Owner shall use explosives for the purpose of constructing foundations, trenches, etc., without the express permission of authorized bodies. Such explosives shall only be used by licensed personnel to ensure that adjoining buildings do not suffer from structural damages resulting from actions of the party utilizing the explosives.

Any party utilizing explosives shall promptly inform adjacent building owners/occupants within the blasting area of their use and time of explosion.

Article XIV – Fences:

The placement of all fences and the materials utilized shall be subject to the approval of the Planning Board. Furthermore, it should be noted that at no time shall a company utilize an open mesh metal chain link fence, unless it can be documented to the Planning Board that paint, ancillary materials or landscaping, used in conjunction with the fencing material, shall effectively hide it from the view of adjacent properties and vehicular traffic year round.

Article XV- Fill:

Where fill is necessary to attain the approved finished grade of any site in the Industrial Park, it shall be free of waste material and shall not contain noxious materials that will give off odors of any kind or injure the public safety.

Article XVI – Stripping of Soil:

No topsoil shall be stripped from any site within the Industrial Park and removed from within the boundaries of the Industrial Park without the express written consent of the City Engineer.

Article XVII – Working Drawings:

Prior to commencement of actual construction, the Owner shall submit a set of final working drawings and approval from all permitting agencies to the Declarant for receipt of a building permit.

Article XVIII – Issuance of a Certificate of Occupancy:

No building shall be occupied until a Certificate of Compliance and a Certificate of Occupancy is issued by Declarant.

Article XIX – Certificate of Completion Project Supervision:

The Declarant herein reserves the right to allow itself, the Planning Board and/or the agents of either free access onto the construction site for the purpose of assuring the Declarant that the facility is being constructed in accordance with approved plans.

Article XX – Special Assessments/Underground Utilities:

Each parcel is or shall be prior to initial occupancy of a facility, appropriately serviced with access roads and sewer and water lines for which the Owner may be subject to special assessments by the City of Lackawanna. It should be noted that the Owner should be required to install all utilities underground from the main line located at the perimeter of the site to the buildings located thereon. No building or facilities shall have, including, without limitation, poles and wires for the transmission of electricity or telephone messages and water, gas, sanitary and storm sewer drainage and conduits (except hoses and movable pipes used for irrigation purposes) placed or maintained above ground on any portion of the site.

Article XVI – Construction Time Table:

Within six months following the date of approval of final construction documents (approval shall be deemed to be the receipt of a building permit from the City and a written letter of approval from the Planning Board), the Owner must commence the construction of his proposed facility. The Owner shall diligently pursue the construction of the facility and improvements so as to complete construction within one year from date of commencement thereof.

Article XXII – Reverter Clause:

Purchaser agrees to commence construction of a building on the property no later than one (1) year after closing. Purchaser further agrees that approval of the building's design must be received from the Seller's Planning Board prior to commencement of construction. If construction is not commenced as written above, Purchaser agrees that Seller may buy back the property at the purchase price less two (2) percent.

Article XXIII – Purchaser's Right of Access:

Prior to the actual closing, the Declarant shall permit the purchasers the right of access to the subject property at all reasonable times for the purpose of making soil tests, obtaining topographical information, conducting planning and architectural studies, etc., provided, however, that the purchaser shall not do any excavating or alter the grade of the property or remove any trees or shrubs without prior consent of the Declarant and, further, provided that the purchaser shall deliver to the Declarant a letter whereby the purchaser indemnifies, defends and holds harmless the Declarant and his agents from any and all damages or liabilities for injury to person or persons (including death) or damage of the property or loss of any personal property arising out of the purchaser's or his agent's entry onto the property.

Article XXIV – Notices:

Any notice, demand or request required or agreed to be given hereunder by either party, shall be sufficiently given or served if in writing, signed by the party giving it and mailed by registered mail addressed to the party for whom it is intended.

Article XXV – Covenants Run With the Land: Enforceability:

The foregoing covenants and restrictions will run with, by, and inure to the benefit of the Industrial Park and the Owners thereof, and the Declarant covenants and agrees to hold such land subject to the terms, operations and conditions of these restrictions and that any and all sales, leases, mortgages and other dispositions of such Industrial Park or any part thereof shall be subject to this Declaration. The Declarant reserves the right, however, from time to time hereafter to delineate, grant or reserve within the remainder of the Industrial Park not herein described such public streets, roads, sidewalk, ways and appurtenances thereto and such easements for drainage and public utilities, as it may be necessary or desirable for the development of the Industrial Park (and from time to time change the location of the same) free and clear of these restrictions and covenants, and to dedicate the same to public use or to grant the same to other appropriate utility corporations. The Declarant, also reserves unto itself, its successors and assigns the right to amend, modify or change these restrictions and covenants.

If any person so violates or attempts to violate any of the restrictions herein contained, it shall be lawful for any Owner, mortgagee or lessee, their respective heirs, successors and assigns, having an interest in any building site in the Industrial Park, to prosecute any proceeding at law or equity against the person or persons attempting to violate any of the restrictions herein contained, either to prevent such violations or to recover damages for the same.

Restrictions and covenants contained in this declaration shall run with the land, and shall be binding for forty years and the date on which this Declaration is recorded in the Erie County Clerk's Office.

The Declarant may from time to time delegate any or all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

Article XXVI – Validation:

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

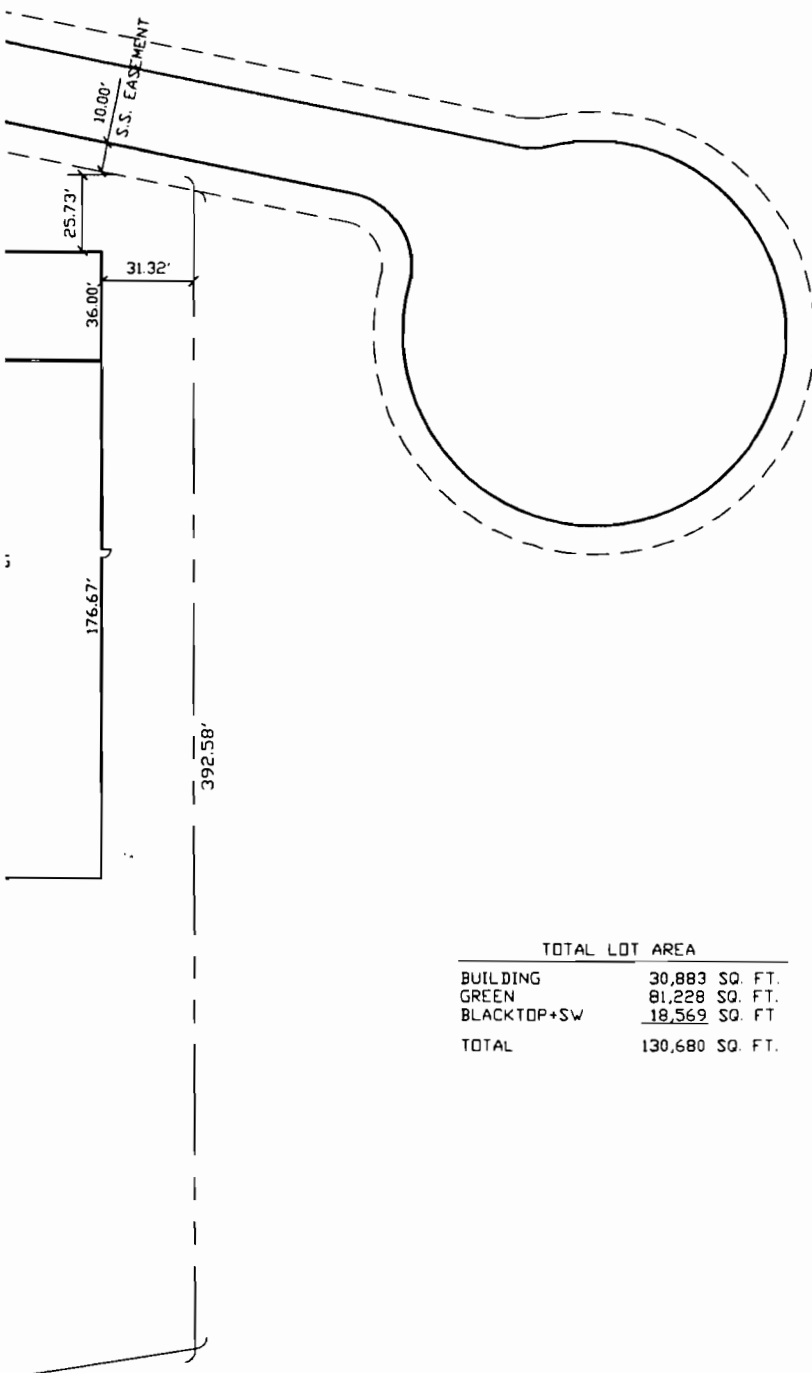
IN WITNESS WHEREOF, the undersigned has executed this Declaration *on the 16th day of September* 2002.

CITY OF LACKAWANNA

BY

Mayor


RECEIVED
CITY CLERK
CITY OF LACKAWANNA
07 APR 11 PH 1:12



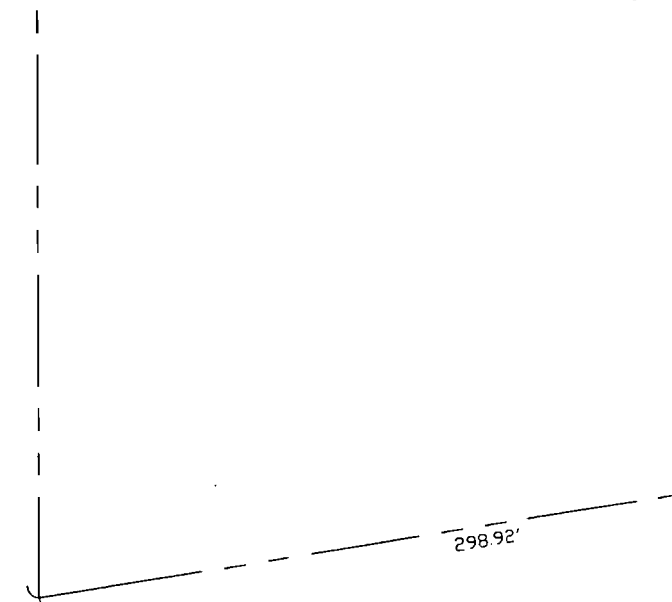
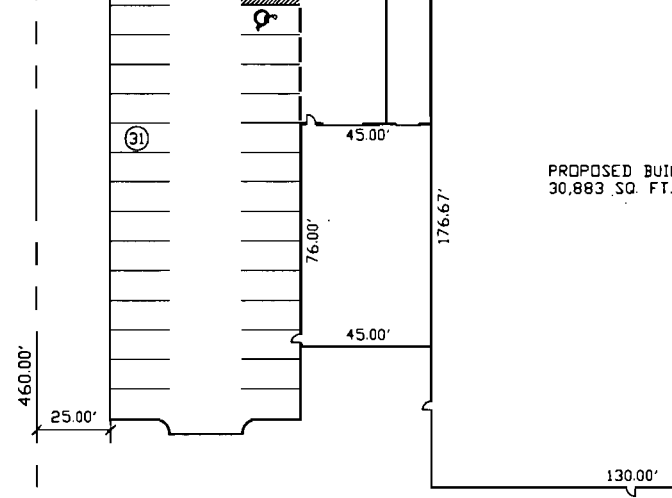
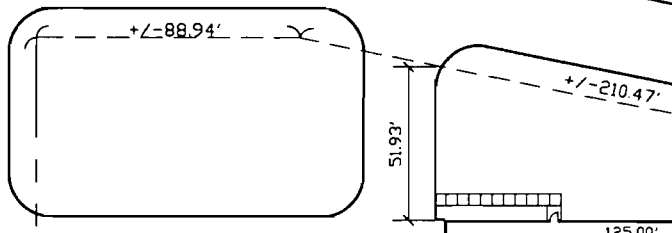
TOTAL LOT AREA	
BUILDING	30,883 SQ. FT.
GREEN	81,228 SQ. FT.
BLACKTOP+SW	18,569 SQ. FT.
TOTAL	130,680 SQ. FT.

THIS DRAWING HAS BEEN PREPARED BY
A LICENSED PROFESSIONAL ENGINEER
AND SHALL NOT BE REVISED OR ALTERED
IN ANY FORM WHAT SO EVER AFTER THE
APPROPRIATE APPROVAL HAS BEEN AFIXED
HERE ON.



PLA	
AMADORI INDUSTRIAL PARK, LACKAWANNA, NY	
scale: 1"=30.0'	drawn by: MBrockway
date: 4-3-07	DRCC#
sheet # & title	
SP-1 SITE PLAN	
 D.R. CHAMBERLAIN CORPORATION INDUSTRIAL-COMMERCIAL CONSTRUCTION 50 SIMONDS ST., LOCKPORT, NY 14094 ph. 716-434-7301 fax 716-434-3533	

'A' STREET

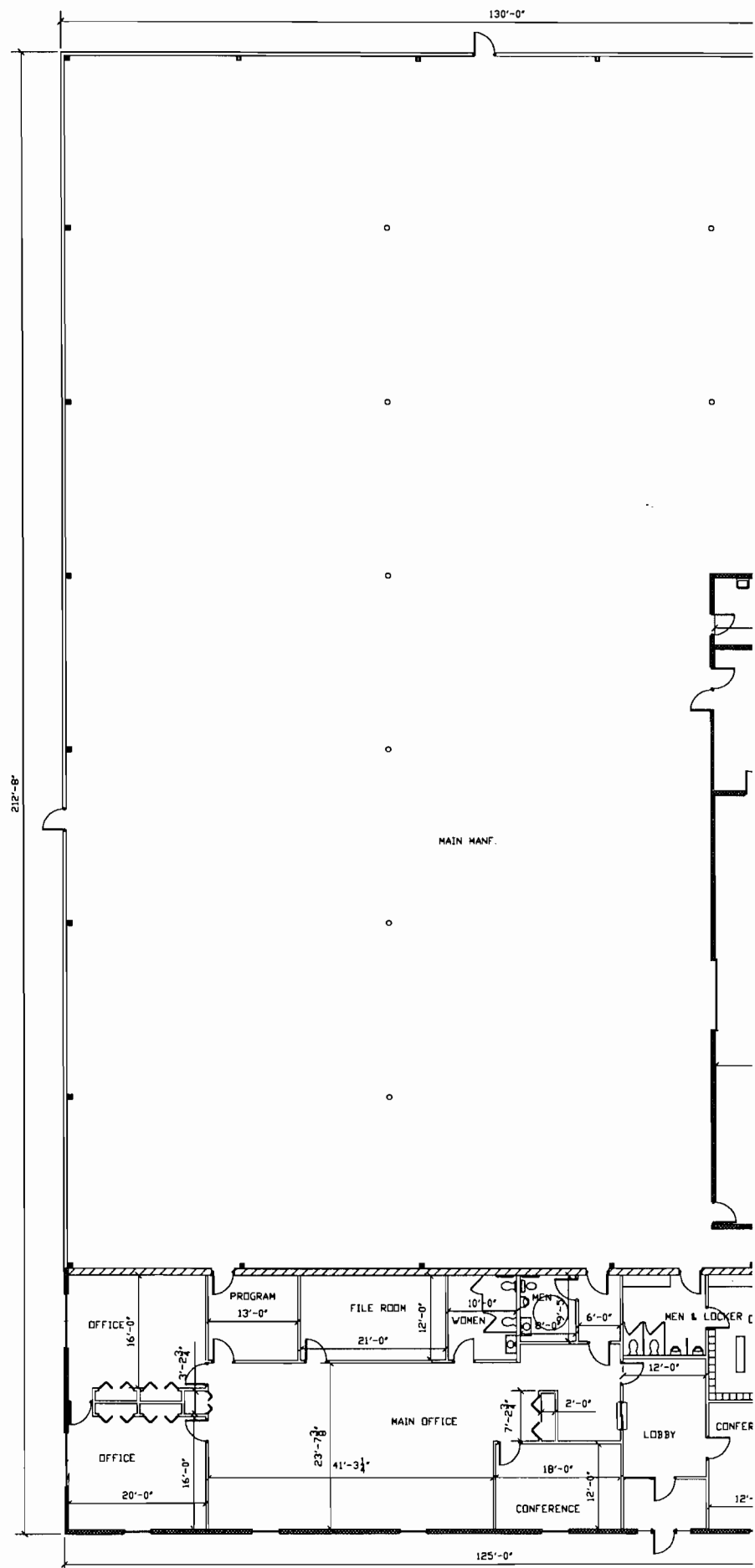


07 APR 11 PM 1:12



D.R. CHAMBERLAIN CORPORATION
INDUSTRIAL-COMMERCIAL
CONSTRUCTION
50 SIMONDS ST., LOCKPORT, NY 14094
ph. 716-434-7301 fax 716-434-3553

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SCHEDULE A

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NYSDEC - REGION 9

MAR 17 2010

Job No: 2007.0156.00 Creekside Drive, City of Lackawanna
Map No: 59667
Date: October 24, 2007

FOIL
REL UNREL

All that tract situate in the City of Lackawanna, County of Erie, State of New York being part of Lot 22, Township 10, Range 8 of the Buffalo Creek Reservation further bounded and described as follows:

Beginning at a point of intersection between the easterly line of "A" Street being (100' wide) and the southerly line of Creekside Drive being (50' wide);

thence easterly along said southerly line of Creekside Drive a distance of forty-seven and eighty-three hundredths feet (47.83') to a point of curve;

thence easterly along said southerly line of Creekside Drive at a curve to the right a radius of two hundred and no hundredths feet (200.00'), an arc length of forty and eight-five hundredths feet (40.85') to a point of tangency in said southerly line of Creekside Drive;

thence continuing easterly along said southerly line of Creekside Drive a distance of one hundredth ninety-one and thirty-four hundredths feet (191.34') to a point of curve;

thence southeasterly along the said line of Creekside Drive at a curve to the right a radius of seventy-five and no hundredths feet (75.00') an arc length of nine-two and thirty-two hundredths feet (92.32'), along a chord at an interior angle of 144°44'08" as measured from the last mentioned course a distance of eighty-six and sixty hundredths feet (86.60') to a point of reverse curve in said southerly line of Creekside Drive;

thence continuing southeasterly along said southerly line of Creekside Drive at a curve to the left a radius of seventy-five and no hundredths feet (75.00'), an arc length of eighty-six and eighty one hundredths feet (86.81'), along a chord at an interior angle of 177°53'37" as measured from the previously mentioned chord line a distance of eighty-two and four hundredths feet (82.04') to a point in the said southerly line of Creekside Drive;

thence southerly at an interior angle of 139°13'10" as measured from the previously mentioned chord line a distance of two hundred eight and thirty-nine hundredths feet (209.39') to a point;

thence westerly at an interior angle of 90°03'33" a distance of three hundred ninety-eight and twenty seven hundredths feet (398.27') to a point;

thence northerly at an interior angle of 88°24'41" a distance of three hundred seventy-eight and nineteen hundredths feet (378.19') to the point or place of beginning containing 3.04 acres of land, more or less.

OFFICE OF THE CITY CLERK

2007 OCT 29 AM 10:56

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APPENDIX I

DEED RESTRICTION



ERIE COUNTY CLERKS OFFICE
County Clerk's Recording Page

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CITY OF LACKAWANNA
714 RIDGE RD.
LACKAWANNA, NY 14218

CITY OF LACKAWANNA

Index DEED LIBER

Book 11005 Page 1553

No. Pages 0003

Instrument RESTRICT COVNNT

Date : 4/26/2002

Time : 11:17:27

Control # 200204260267

Employee ID DWM

COUNTY	\$	15.00
OE STATE	\$	4.75
OE COUNTY	\$.25
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
Total:	\$	20.00

STATE OF NEW YORK
ERIE COUNTY CLERKS OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTIONS 319&316-a
'5) OF THE REAL PROPERTY LAW OF THE STATE OF
NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

DAVID J SWARTS
COUNTY CLERK



D110051553

**RESTRICTIVE COVENANT
IN FAVOR OF THE STATE OF NEW YORK AND NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Made this 23rd day of April, 2002.

This restriction shall be construed as a restrictive covenant running with the land which was conveyed in a deed from County of Erie to City of Lackawanna, recorded in liber 10909 of Deeds at page 7768 on December 2, 1996, and was subsequently divided leaving a 8.12 acre site, SBL Number 141.20-1-2.11 and more particularly described as:

All that Tract or Parcel of Land situate in the City of Lackawanna, County of Erie and State of New York and being a part of Lot No. 22, Township 10, Range 8 of the Buffalo Creek Reservation, bounded and described as follows:

Beginning at a point 158.785 feet south of the Dona Street right-of-way and located on the "A" Street west right-of-way; thence southerly along the westerly right-of-way of "A" Street a distance of 187.85 feet to a point; thence easterly a distance of 19.84 feet to a point; thence southerly a distance of 145.34 feet to a point; thence south easterly a distance of 637.46 feet to a point located on the north right-of-way of the South Buffalo Railway; thence easterly along the South Buffalo Railway right-of-way a distance of 193.65 feet to a point; thence northerly along the westerly line of property owned by the County of Erie a distance of 533.03 feet to a point; thence westerly a distance of 800.06 feet to a point, and thence northerly a distance of 30.00 feet to the point of beginning.

The real property conveyed herein by this deed has been investigated and remediated in accordance with the terms and conditions of the "Environmental Restoration Program" established under the 1996 Clean Water/Clean Air Bond Act, as set forth in title 5 of article 56 of the New York State Environmental Conservation Law ("ECL") and its accompanying regulations, and is subject to the terms and conditions set forth in such laws and regulations. This real property is further subject to the terms and conditions of the following State Assistance Contract entered into by the City of Lackawanna ("Municipality") and the New York State Department of Environmental Conservation ("NYSDEC"):

an investigation, State Assistance Contract ("SAC") No. C300724,
a remediation State Assistance Contract ("SAC") No. C301632.

Additionally, the real property is subject to the terms and conditions of a Record of Decision (ROD) relating to the investigation of the real property, as prepared by NYSDEC dated March, 1999, and on file in the Region 9 - Buffalo office of the NYSDEC.

The Grantor agrees to the following conditions with respect to the use of the real property described herein:

(a) the property shall not be used for any purpose other than the following: commercial/industrial uses contained within buildings, parking, streets, or public safety facilities, without prior written approval by the NYSDEC.

(b) the Municipality and successors in title shall implement the following engineering controls over the property:

(i) any proposed soil excavation from the site (such as for foundations, utilities etc.) may be placed on the site as fill, graded and covered with topsoil and seeded as described in item ii below. Site soil that is excavated and is intended to be removed from the property must be managed, characterized, and properly disposed of in accordance with NYSDEC regulations and directives; and

(ii) any soil on the property that is not covered by an impervious product such as concrete, asphalt or structures must be covered with a layer of clean soil and this soil layer must be vegetated and maintained by the RDO.

(c) the Municipality and successors in title shall submit to the NYSDEC, an annual report which certifies that the above institutional/engineering controls remain in place.

The Grantor hereby declares that the real property described herein and being conveyed by this instrument shall be held, sold and conveyed subject to each and every term, covenant, condition and restriction set forth in the aforementioned law, regulations, contracts and ROD. All such terms, covenants, conditions and restrictions shall constitute covenants that shall run with the land and shall be binding on all parties including heirs, successors, and assigns having any right, title or interest in this real property, or any part thereof, and may not be released or modified without the prior written approval of the NYSDEC. The Grantor further declares that any use or occupancy of the real property conveyed herein by this deed is limited to uses identified up above. Any "change in the use" which includes, but is not limited to, construction on or conveyance of the real property, is defined in ECL 56-0511 (3)(i), and is subject to the requirements set forth in section 56-0511 of the ECL, which requirements minimally include the prior notice and approval of NYSDEC, or its successor. The Grantor additionally promises that every deed, subsequent to this deed shall contain this restrictive covenant and all subsequent owners shall be deemed to covenant by acceptance of a deed to be bound by these restrictive covenants. The Grantor also declares that the State of New York, NYSDEC, as well as its successors or assigns, shall be entitled to enforce the terms of this restrictive covenant.

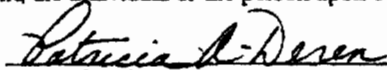
THIS IS A CORRECTION TO A COVENANT FILED DEED LIBER 10978 PAGE 9284 ON MARCH 30, 2001.


John J. Kuryak, Mayor
City of Lackawanna

4/23/02
Date

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 23 day of April, in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared John J. Kuryak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

PATRICIA A. DEREN
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires March 9, 2006

APPENDIX I

**ANNUAL CERTIFICATION
OF
INSTITUTIONAL/ENGINEERING CONTROLS
AT BROWNFIELD SITE**

Annual Certification of
Institutional/Engineering Controls
at Brownfield Site

Site Number: B00080-9

Site Name: Lackawanna Business Park

Site Address: 2560 Hamburg Turnpike (NYS Route 5), Lackawanna, New York

County: Erie County

Town: City of Lackawanna

Property ID: (from Tax Assessment Map)

Section: _____ Block: _____ Lot(s): _____

I (name) _____, residing at (address) _____,
as owner, or a duly authorized representative, of the property(ies) listed above which are located
wholly or partially within the boundaries of the Brownfields Site named above; do certify that the
engineering and/or institutional controls, as specified in the Restrictive Covenant, are in-place
and functioning as designed within the property(ies) listed above.

Signature: _____

(This area for notary public)



STATE OF NEW YORK, COUNTY OF ERIE, ss:

I, DAVID J. SWARTS Clerk of said County, and also Clerk of Supreme and County Courts of said County, do hereby certify that I have compared the annexed copy with the original,

Restrictive Covenant
.....
filed in my office and that the same is a correct transcript therefrom and of the whole of said original.

WITNESS my hand and seal of said County and Courts on.....
day of.....19.....

APR 25 1962

David J. Swarts
COUNTY CLERK

**APPLICATION FOR BUILDING PERMIT
CITY OF LACKAWANNA**

#5139

Alliance Manufacturing
Property Owner

Permit No. 10533

1 Alliance Drive
Street Address

SBL # of property _____ Date 1/2/08

Application is hereby made for permission to:

<input checked="" type="checkbox"/> Erect	<input checked="" type="checkbox"/> New	Frame	Concrete
<input type="checkbox"/> Alter	<input type="checkbox"/> Existing	Brick	Reinforced
<input type="checkbox"/> Repair		Brick Veneer	Mill
<input type="checkbox"/> Extend		Tile	Steel
<input type="checkbox"/> Change Use or Occupancy		Stone	Stucco
		Concrete Block	Timber
		<u>wall sign</u> <input checked="" type="checkbox"/>	Other

To be used as a:

<input type="checkbox"/> Single Dwelling	<input type="checkbox"/> Church	<input type="checkbox"/> Office Building	<input checked="" type="checkbox"/> Sign
<input type="checkbox"/> Double Dwelling	<input type="checkbox"/> Attached Garage	<input type="checkbox"/> Factory	<input type="checkbox"/> Fence
<input type="checkbox"/> Apartment	<input type="checkbox"/> Unattached Garage	<input type="checkbox"/> Warehouse	<input type="checkbox"/> Swim pool inground
	<input type="checkbox"/> Shed	<input type="checkbox"/> Public Garage	<input type="checkbox"/> Swim pool aboveground
<input type="checkbox"/> Hotel	<input type="checkbox"/> Store Building	<input type="checkbox"/> Demolition	<input type="checkbox"/> Fireplace

Size of existing building if applicable:

_____ ft. wide 119' ft. long 5' A. high _____ no. of stories

Non-illuminated wall sign

Size of proposed new construction:

_____ ft. wide 10' ft. long 5' ft. high _____ no. of stories

Lot Size: Front _____ Depth _____

Estimated Cost of Structure: \$1245

Number of Dwelling Units: _____

Present Zoning Classification _____

Flood Zone Designation _____

Finished Floor Elevation _____

Environmental Assessment Form, required Yes _____ No _____

If yes. Unlisted _____ Type I _____ Type II _____

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NYSDEC - REGION 9

MAR 17 2010

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If business, commercial, industrial, or mixed occupancy, specify nature and extent of each type of use:

Manufacturing

Fees:

Building Permit \$ 15.00 Certificate of Occupancy \$ _____

Does proposed work entail electrical work no and/or plumbing work no

Electrician and/or plumber MUST be licensed in City of Lackawanna

Electrician _____ Permit No. _____

Plumber _____ Permit No. _____

Name of Architect Ulrich Sign Co.

Address 250 State Rd Lockport NY Phone No. 434-0167

Name of Contractor _____ 14094

Address _____ Phone No. _____

The undersigned has submitted plans, specifications and a plot plan in duplicate which are hereto attached, incorporated into and made a part of this application.

In consideration of the granting of the permit hereby petitioned for the undersigned hereby agrees that if such permit is granted, he will comply with the terms thereof, the Laws of the State of New York, the Ordinances of the City of Lackawanna and Regulations of the various departments of the City and State of New York; that he will preserve the established building line; give full notification to the building inspector; and that he will not use or permit to be used the structure or structures covered by the permit until a Certificate of Occupancy is legally issued.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

Record Owner Sign Here

Address

Ulrich Sign Co. / Chris M. Cathey
Architect or Contractor

250 State Rd
Address Lockport, NY 14094

I do certify that I have examined the foregoing petition and building plans and that the premises described comply with the Building Code/Zoning Ordinances of the City of Lackawanna.

Remarks

None

[Signature]
Building Inspector

Application No. _____ Permit No. 10533 Date Issued 1/2/08

CITY OF LACKAWANNA
APPLICATION FOR PLUMBING PERMIT
Including Specifications and Plan File

5139

Permit No. 4096

Date: 8-7-2008

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NYSDEC - REGION 9

MAR 17 2010

We hereby request a permit to install the plumbing described below.

Master Plumber GREG ZAKRZEWSKI - SPACES PLUMBING Owner PLA

FOIL
REL ☐ UNREL ☐

Address 6706 LINCOLN AVE

Address 1 ALLIANCE DR

City & Zip Code LOCKPORT 14094

City & Zip Code LACKAWANNA

Phone Number 434-5221

Phone Number _____

Building - Check all items that apply

Dwelling	<input type="checkbox"/>	Hotel	<input type="checkbox"/>	Apartment	<input type="checkbox"/>	Addition	<input type="checkbox"/>
Store	<input type="checkbox"/>	Rooming House	<input checked="" type="checkbox"/>	New	<input type="checkbox"/>	Remodeled	<input type="checkbox"/>
Garage	<input type="checkbox"/>	Tenement House	<input type="checkbox"/>	Old	<input type="checkbox"/>		

Location 1 ALLIANCE DRIVE

Subdivision

Street Number

Side of Street

PLUMBING - New ☒ Repairs ☐ Additional ☐

Water furnished by ECWA

PERMITS - Have the following permits been obtained where required?

Building Permit ☐ Sewer Permit ☐ Right-of-way Permit ☐

FIXTURES - Put the total number of each type of fixtures in the space below. The total is used to calculate the FEE. Any additional fixtures not reported must be paid before a final certificate will be issued.

Closet	<u>5</u>	Bath Tubs	Showers with separate drains	Laundry Trays	Sinks	Lavatories	<u>3</u>	Other	<u>3</u>	Total	<u>12</u>
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FEE SCHEDULE

Filing fee \$17.00

1-5 Fixtures \$4.00 per fixture additional
6-10 Fixtures \$3.00 per fixture additional
Over 10 \$2.00 per fixture additional

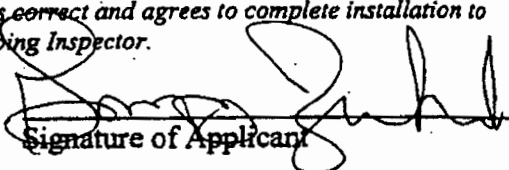
COMPUTATION OF FEE

filing fee \$17.00

5 fixtures at \$4.00 each 20.00
7 fixtures at \$3.00 each 21.00
fixtures at \$2.00 each _____
Total Fee 58.00

The above applicant hereby states that the information given herein is correct and agrees to complete installation to comply with the Lackawanna Plumbing Code and the satisfaction of the Plumbing Inspector.

License Number 983

Signature of Applicant 

UlrichSigns

250 State Road
Lockport, New York 14094

Phone (716) 434-0167
Fax (716) 434-0226

Customer

Alliance Manufacturing

Location

1 Alliance Drive

Date

R12/13/07

Designer

A. Boehmer

File Name

Alliance Manufacturing Ground Sign

Colors

Dark Blue

White

Orange

Description

S/F Non Lit

Wall Sign

3 mil dibond

Vinyl Copy

Alliance - 14" / 8"

Manufacturing - 2.7" / 2"

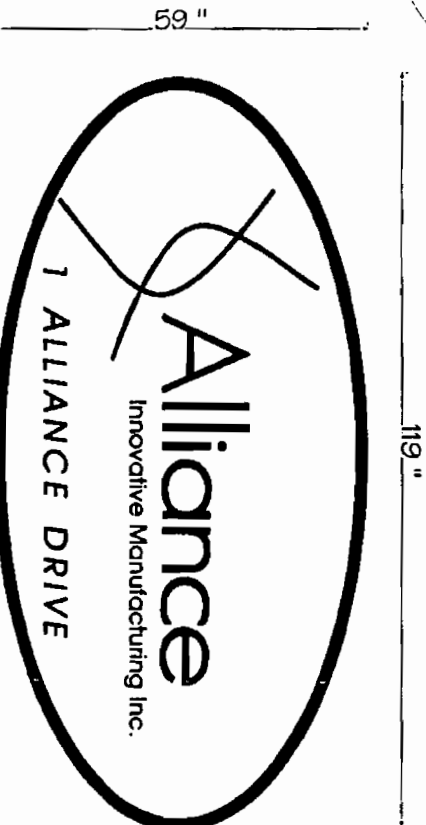
Field measure wall



UL Inspected and labeled in
accordance w/ UL standard
444 for electric signs installed
using UL listed parts and
methods of installation in
accordance with the National
Electric Code.

LISTED

* THIS DESIGN PROGRAM IS TO
REMAIN THE PROPERTY OF UL
REMAINING RIGHTS RESERVED.
ACCEPTED THROUGH PURCHASE BY
NAMED CLIENT.



Ulrich Sign

COMPANY, INC.

Creative Signcrafters since 1939

250 State Road
Lockport, N.Y. 14094

Phone: 716/434-0167
FAX: 716/434-0226

chrism@ulrichsigns.com



COMPLETE SIGN SERVICE

- *Lighted Signs • Lighted Letters • Neon*
- *Church Signs • Cast Aluminum & Plastic Letters*
 - *Sand Blasted • Hand Carved • Routed*
- *Truck Lettering • Magnetic • Window Lettering*
- *Banners • Die Cut Vinyl Lettering • Decals*
 - *Electronic Message Centers • Displays*
- *Changeable Letter Signs • Exhibits • Engraved*
 - *Silk Screening • Gold Leaf Gilding • Flags*
- *Flag Poles • Interior Sign Systems • Awnings*
 - *Canopies • Architectural Signage*
 - *Boom Truck Service*

Chris McCaffrey, President

UlrichSigns

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Wall Sign

3 mil dibond
Vinyl Copy

Alliance - 14"x8"

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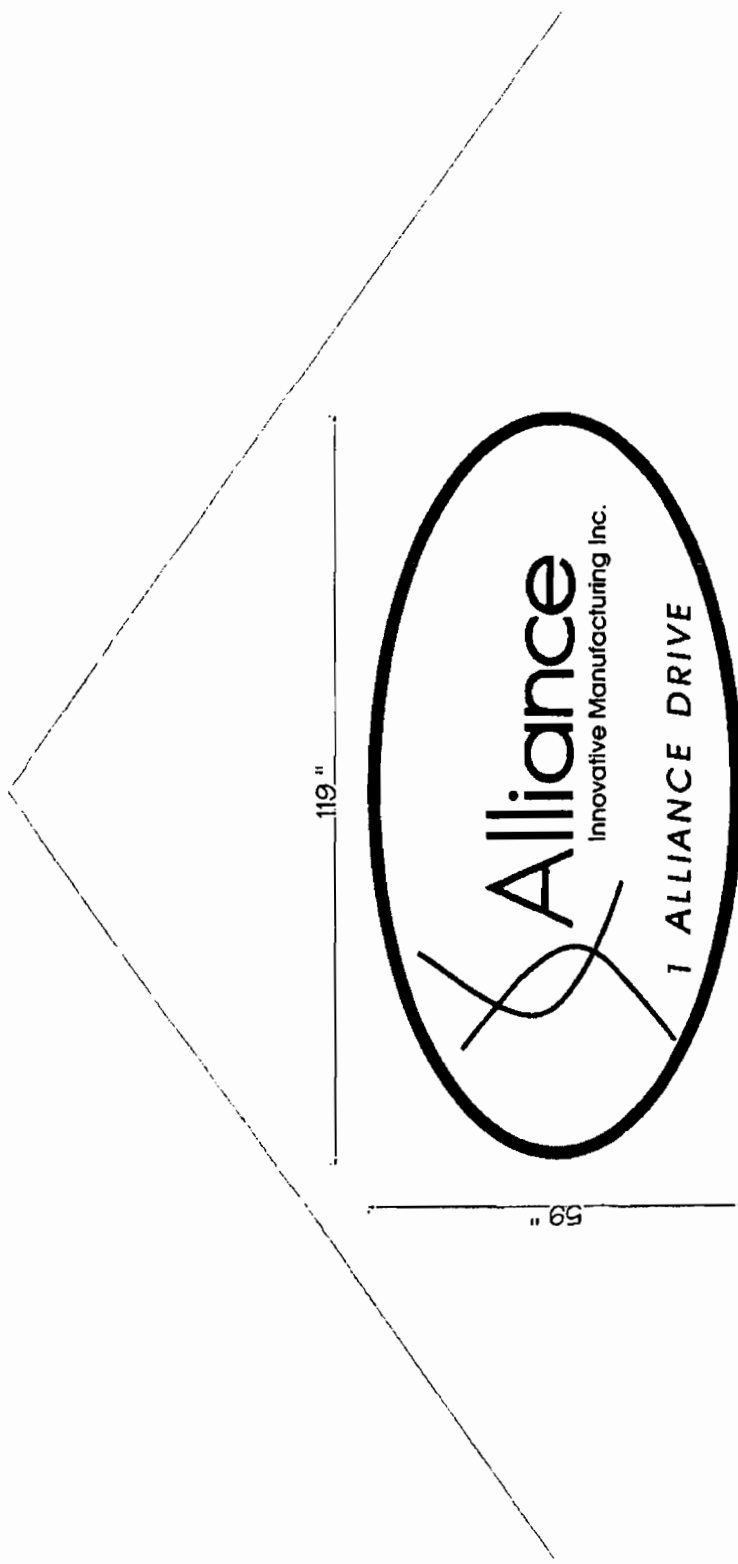
Field measure wall



UL inspected and labeled in
accordance w/ UL standard
#48 for electric signs installed
using UL listed parts and
methods of installation in
accordance with the National
Electric Code.

LISTED

*THIS DESIGN PROPOSAL IS TO
REMAIN PROPERTY OF ULRICH SIGN CO.
UNLESS INDICATED OTHERWISE BY
ACCEPTED AGREEMENT BY
NAMED CLIENT.



Replaces all previous editions

See reverse side for continuation.

FEMA Form 81-31, February 2006



Signature _____
 Date 01/25/08 Telephone 716-683-5561
 City Lancaster State NY ZIP Code 14086
 Company Name Wm. Schutt & Associates
 License Number 050193

☐ Check here if comments are provided on back of form.
 This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available.
 I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

- a) Top of bottom floor (including basement, crawl space, or enclosure floor).
 b) Top of the next higher floor
 c) Bottom of the lowest horizontal structural member (V Zones only)
 d) Attached garage (top of slab)
 e) Lowest elevation of machinery or equipment servicing the building
 f) Lowest adjacent (finished) grade (LAG)
 g) Highest adjacent (finished) grade (HAG)
- 558.4 feet ☐ meters (Puerto Rico only)
 558.2 feet ☐ meters (Puerto Rico only)
 558.4 feet ☐ meters (Puerto Rico only)
 558.4 feet ☐ meters (Puerto Rico only)
 558.4 feet ☐ meters (Puerto Rico only)
 558.4 feet ☐ meters (Puerto Rico only)

Check the measurement used.

- C1. Building elevations are based on:
☐ Construction Drawings
☐ Building Under Construction
☒ Finished Construction
 C2. Elevations - Zones A1-A30, A4, A5, A6, A7, A8, A9, A10, A11, A12, A13, A14, A15, A16, A17, A18, A19, A20, A21, A22, A23, A24, A25, A26, A27, A28, A29, A30, A31, A32, A33, A34, A35, A36, A37, A38, A39, A40, A41, A42, A43, A44, A45, A46, A47, A48, A49, A50, A51, A52, A53, A54, A55, A56, A57, A58, A59, A60, A61, A62, A63, A64, A65, A66, A67, A68, A69, A70, A71, A72, A73, A74, A75, A76, A77, A78, A79, A80, A81, A82, A83, A84, A85, A86, A87, A88, A89, A90, A91, A92, A93, A94, A95, A96, A97, A98, A99, A100, A101, A102, A103, A104, A105, A106, A107, A108, A109, A110, A111, A112, A113, A114, A115, A116, A117, A118, A119, A120, A121, A122, A123, A124, A125, A126, A127, A128, A129, A130, A131, A132, A133, A134, A135, A136, A137, A138, A139, A140, A141, A142, A143, A144, A145, A146, A147, A148, A149, A150, A151, A152, A153, A154, A155, A156, A157, A158, A159, A160, A161, A162, A163, A164, A165, A166, A167, A168, A169, A170, A171, A172, A173, A174, A175, A176, A177, A178, A179, A180, A181, A182, 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G4. Permit Number	G5. Date Permit issued	G6. Date Certificate Of Compliance/Occupancy issued
G7. This permit has been issued for: <input type="checkbox"/> New Construction <input type="checkbox"/> Substantial Improvement		
G8. Elevation of as-built lowest floor (including basement) of the building: _____, <input type="checkbox"/> feet <input type="checkbox"/> meters (PR) Datum		
G9. BFE or (in Zone A/C) depth of flooding at the building site: _____, <input type="checkbox"/> feet <input type="checkbox"/> meters (PR) Datum		
Local Official's Name		
Title		
Community Name		
Telephone		
Signature		
Date		
Comments		

☐ G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

☐ G2. A community official completed section E for a building located in Zone A (without a FEMA-issued BFE) or Zone AO

☐ G3. The following information (Items GA-G8) is provided for community floodplain management purposes.

☐ Check here if attachments

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or Zone A) must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name _____

Address 37 Central Avenue _____
City Lancaster _____
State NY _____ ZIP Code 14096 _____

Date 01/25/08 _____
Telephone 716-683-5961 _____

Signature _____
Comments _____

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

E2. For Building Diagrams 6-8 with permanent flood openings provided in Section A Items 8 and/or 9 (see page 8 of Instructions), the next higher floor is _____ feet _____ meters above or below the HAG.

E3. Attached garage (top of slab) is _____ feet _____ meters above or below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ feet _____ meters above or below the HAG.

E5. Zone A/D only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinances? ☐ Yes ☐ No ☐ Unknown. The local official must carry the information in Section G.

and C. For Items E1-E4, use natural ground grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

and C. For Zones A and A (without F&E), complete Items E1-E5. If the Certificate is intended to support a LOMA or LOMA-F, request, complete Sections A, B,

☐ Check here if attachments

<p>Signature _____</p> <p>Date _____</p>	<p>Comments _____</p>
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Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

IMPORTANT: In these spaces, copy the corresponding information from Section A. Building Street Address (including Apt., Unit, Suite, and/or Box No. Alliance Drive City Lackawanna State NY ZIP Code		Company NAIC Number Policy Number
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